DATED 8th October 2014

HAMPSHIRE COUNTY COUNCIL

- and -

DRUM HOUSING ASSOCIATION LTD

- and -

P.M.C. CONSTRUCTION & DEVELOPMENT SERVICES LIMITED

Deed of Agreement for Highway Works at the Former Cricketers Pub, Riders Lane, Havant pursuant to (inter alia) S.278 Highways Act 1980

HCC Legal File Ref: PT 33 A 2128
HCC Dev. Con. File Ref: 6/3/13/130

Kevin Gardner LLB, Solicitor
Head of Legal Services
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

HAMPSHIRE COUNTY COUNCIL

SECTION 278 DEED OF AGREEMENT

Date: 8th October 2014

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ ("the County Council")
2. **DRUM HOUSING ASSOCIATION LTD** (Company Registration Number **IP28156R**) whose registered office is situated at Drum Court, The Spain, Petersfield, Hampshire, GU32 3NG (**"the Owner"**)
3. **P.M.C. CONSTRUCTION & DEVELOPMENT SERVICES LIMITED** (Company Registration Number 01675790) whose registered office is situated at 106 Queens Road Portsmouth Hampshire PO2 7NE (**"the Developer"**)

WHEREAS

A. The County Council is the Highway Authority for Hampshire

B. The [Owner is the registered proprietor with title absolute of the Land registered at Land Registry under Title Number(s) SH38690 for the benefit of which Land the highway works hereinafter referred to are carried out

C. The Owner has appointed the Developer to develop the Land

D. The Owner and the Developer are desirous of entering into this Agreement for the purposes of securing the carrying out of the Works as defined herein and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

E. The Owner now wishes to dedicate as public highway that part of the Land upon which the Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of the Land and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained

F. The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

Definitions

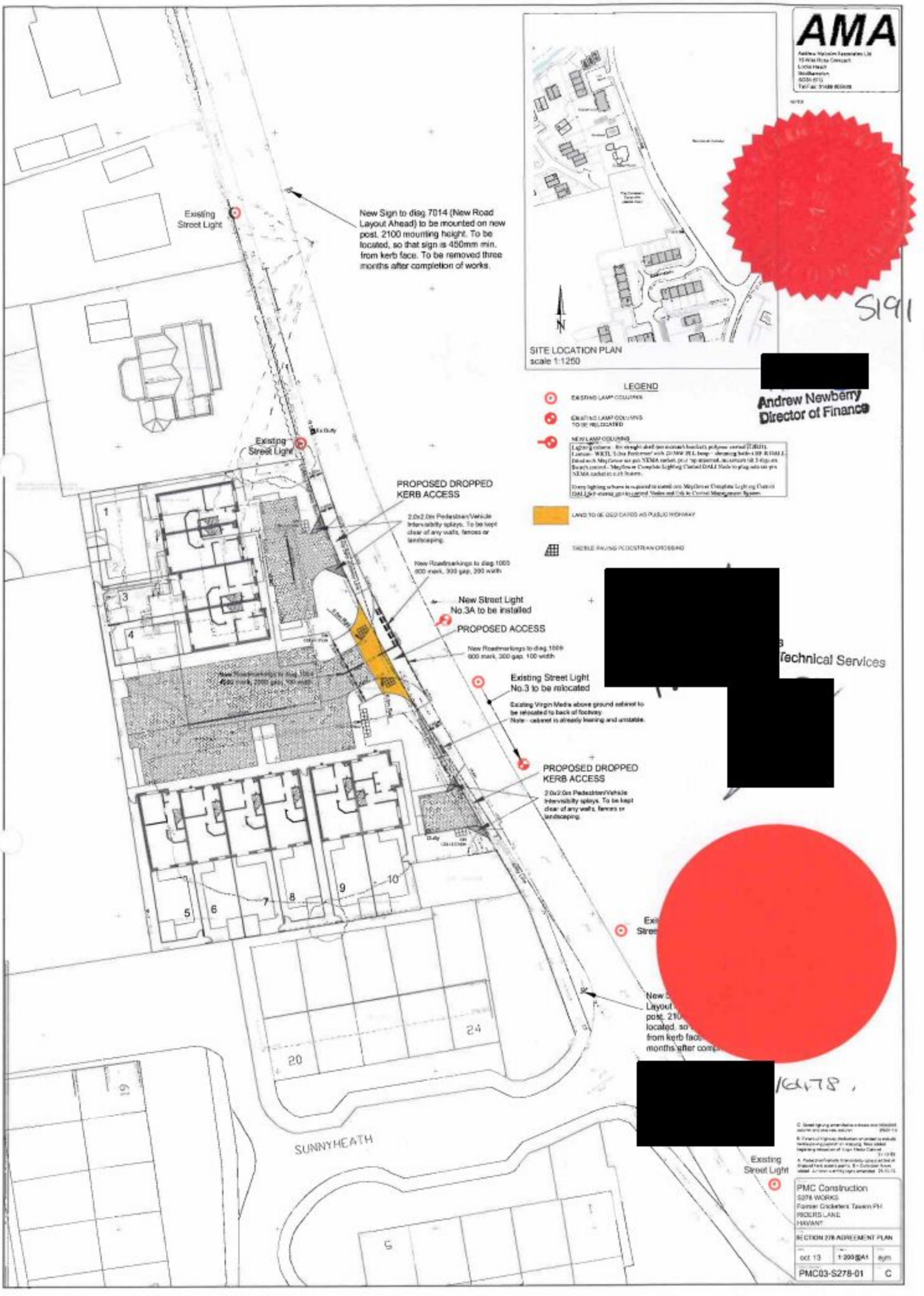
1. In this Agreement the following expressions shall have the following meanings:

"Bond"		Means a bond in the sum of the tender price of the Works plus the estimated cost of any commuted sums payable in accordance with Clause 7 hereof in both cases as approved by the County Council together with the cost of any statutory undertakers Works plus 10% thereof
"Cash Deposit"		Means the sum of £1,000 or 2.5%

		(which ever is the greater) of the cost of the Works as estimated by the County Council
"CDM Regulations"		Means the Construction (Design and Management) Regulations 2007
"Certificate of Completion"		Means a certificate issued by the County Council confirming the works have been executed to its satisfaction and can be placed on maintenance
"Certificate of Maintenance"		Means a certificate issued by the County Council pursuant to the provisions of Clause 8.2 of this Agreement following the expiry of the Maintenance Period
"Chartered Engineer"		Means a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy its preferred requirements
"Director of Economy Transport and Environment"		Means the County Council's Director of Economy Transport and Environment or such other officer or officers as may from time to time be primarily responsible for the County

		Council's functions duties and responsibilities as a Highway Authority pursuant to the Act
"Head of Legal Services"		Means the County Council's Head of Legal Services or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council
"Interest Accrued"		Means the interest accrued on any Security Deposit provided to the County Council pursuant to Clause 6 such interest to be calculated at the Bank of England Base Rate minus 0.5%
"Land"		Means the land for the purposes of identification only shown edged red on the 1:1250 insert on plan **PMC03-S278-01 rev C** attached hereto having the benefit of the Planning Permission
"Maintenance Period"		Means a period of at least 12 months following the date of the Certificate of Completion
"Management Plan"		Means a works management plan

		showing how in the course of planning and construction of the Works the Developer will: (i) minimise disruption to all types of traffic; (ii) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them; (iii) minimise the number of closures/diversions required by the Works; (iv) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works.
"Orange Land"		Means that part of the Land shown coloured orange on the drawing number PMC03-S278-01 attached to this Agreement such land to be dedicated pursuant to Clause 5.5
"Planning Permission"		Means the planning permission reference APP/11/01272 granted on 04.07.2013 by Havant Borough


AMA
Existing Street Light
New Sign to disg 7014 (New Road Layout Ahead) to be mounted on new post. 2100 mounting height. To be located, so that sign is 450mm min. from kerb face. To be removed three months after completion of works.
SITE LOCATION PLAN
scale 1:1250
LEGEND
EXISTING LAMP COLUMNS
EXISTING LAMP COLUMNS TO BE RELOCATED
NEW LAMP COLUMNS
LAND TO BE DEDICATED AS PUBLIC HIGHWAY
TACTILE PAVING PEDESTRIAN CROSSING
Andrew Newberry
Director of Finance
Existing Street Light
PROPOSED DROPPED KERB ACCESS
2.0x2.0m Pedestrian/Vehicle Intervisibility splays. To be kept clear of any walls, fences or landscaping.
New Roadmarkings to disg.1003 600 mark, 300 gap, 200 width
New Street Light No.3A to be installed
PROPOSED ACCESS
New Roadmarkings to disg.1009 600 mark, 300 gap, 100 width
Existing Street Light No.3 to be relocated
Existing Virgin Media above ground cabinet to be relocated to back of footway. Note - cabinet is already leaning and unstable.
PROPOSED DROPPED KERB ACCESS
2.0x2.0m Pedestrian/Vehicle Intervisibility splays. To be kept clear of any walls, fences or landscaping.
Technical Services
SUNNYHEATH
Existing Street Light
PMC Construction
S278 WORKS
Former Cricketers Tavern PH
RIDERS LANE
HAVANT
SECTION 278 AGREEMENT PLAN
oct 13
1:200@A1
PMC03-S278-01
C

		Council for the development of the Land requiring the Works
"Programme"		Means the programme for execution of the Works agreed in writing by the County Council pursuant to Schedule 2 paragraph 1.1
"Specification"		Means the 'Manual of contract documents for highway works: Volume 1 Specification for highway works' published by TSO in November 2009 as modified and extended by any supplements and revisions and further as modified and extended by supplements or practice notes issued by the County Council including the practice note "Offsite Highway Works carried out by Developers on behalf of the Highway Authority" all as in force at the date of commencement of the Works
"TSO"		Means The Stationery Office Limited (03049649) and whose registered office is at 10 Eastbourne Terrace,

		London W2 6LG being formerly Her Majesty's Stationery Office
"Working Day"		Means any day Monday to Friday inclusive excluding bank holidays between the hours of 0830 and 1630 and the expression 'Working Days' shall be construed accordingly
"Works"		Means the highway works described in Schedule 1 hereto

2. This Deed of Agreement is made pursuant to Sections 38 and 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 Sections 2 3 and 4 of the Local Government Act 2000 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

3. Where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall be in writing and not be unreasonably withheld or delayed

4. Any notice or other communication to be served by the Developer under the terms of this Agreement shall be in writing and shall not be deemed to be given until received by the County Council at The Castle, Winchester, Hampshire SO23 8UJ and addressed to the Head of Legal Services or to such addressee as the County Council may from time to time stipulate

Developer's Covenants

5. The Developer (without any liability on the part of the Owner) hereby covenants with the County Council as follows:

The Works

5.1. To carry out at its own expense and at no cost to the County Council the Works described in Schedule 1 as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions described in Schedule 2

5.2. To notify the County Council in writing as to the date the Works are opened to the public no later than one month following such opening in addition to and without prejudice to the issuing of the Certificate of Completion

Indemnity

5.3. That it hereby indemnifies and shall keep indemnified the County Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any Statutory Undertaker other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of below shall apply.

Public Liability

5.4. That it shall without prejudice to its liability under Clause 5.3 and 5.5 hereof to indemnify the County Council be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person

authorised by it to carry out the Works shall (without prejudice to the requirements of Schedule 2 paragraph 1.10 of this Agreement) on request by the County Council produce for inspection the relevant original policies of insurance together with receipts for the premiums paid

Land Compensation Claims

5.5. That it hereby indemnifies the County Council against all costs associated with its responsibilities and all claims pursuant to Part I and Part II of the Land Compensation Act 1973 (as amended) and regulations made there under (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Works

Dedication

5.6. The Owner hereby dedicates the Orange Land as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on default by the Developer of any of the terms of the Agreement the County Council shall have the right to enter the Orange Land to complete the Works and in this case dedication shall be effective from the date of such entry

Security

6. The Developer shall not commence the Works until it has provided to the County Council a Bond by a surety acceptable to the Head of Legal Services to the effect that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in this Agreement or in the event of the Developer becoming bankrupt or going into liquidation or entering

administrative receivership or entering into a deed of arrangement for the benefit of its creditors the surety shall pay to the County Council on demand such sum as may be certified by the County Council to be required in order to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate and remedy any defects prior to the Works becoming maintainable at the public expense or occurring or discovered during the Maintenance Period and the cost of any other sums due under the terms of this Agreement and such further sum as the Head of Legal Services may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Developer under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT upon issue of the Certificate of Completion the Bond may be reduced by 85 % as agreed by the County Council and PROVIDED FURTHER that upon issue by the County Council of the Certificate of Maintenance the Bond shall be released

Payments

7. The Developer further covenants with the County Council to pay to the County Council:

On the date of the Agreement

7.1. On the date hereof the whole of the reasonable costs incurred by the Head of Legal Services and the Director of Economy Transport and Environment in the preparation of this Deed

Prior to commencement of the Works

7.2. On demand and in any event prior to commencement of the Works the reasonable cost to the County Council of approving the detailed contract drawings for the Works including the cost of approval of preliminary design check drawings and structural approvals (less any pre-check fees already paid to the County Council) on account of such costs

7.3. On demand and in any event prior to commencement of the Works a sum equal to 5 per cent of the cost of the Works as estimated by the County Council or £2,000 (whichever is the greater) being a sum on account of the County Council's reasonable costs incurred in inspecting the Works and further shall pay any balance of the whole of the County Council's reasonable costs incurred in inspecting the Works such balance being due within 14 days following receipt of an invoice from the County Council PROVIDED that the County Council shall refund to the Developer within fourteen days of a written request any such sums that remain unspent following one month after the issue of certificate of Maintenance.

7.4. Without prejudice to the requirement of Clause 6 on demand but in any event prior to commencement of the Works a Cash Deposit and without prejudice to the rights of the County Council pursuant to Clause 10 hereto the County Council may in the event of any breach of the terms of this Agreement use such Cash Deposit or part thereof to remedy such breach provided the County Council shall return to the Developer upon issue of the Certificate of Maintenance the Cash Deposit or any party thereof not so used

7.5. Prior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works

7.6. Prior to commencement of the Works the full cost to the County Council of any permanent traffic regulation orders or road hump notices

Prior to issue of Certificate of Completion

7.7. Prior to the issue of the Certificate of Completion and in respect of the future maintenance of:-

7.7.1. soakaways (if any) including any rubble drains terminal soakaways or linear ditch soakaways – a commuted sum of £3,500.00 per soakaway PROVIDED THAT should any soakaway have a cubic capacity exceeding 5 cubic metres an additional sum will be payable calculated pro rata in respect of any cubic capacity in excess of 5 cubic metres

7.7.2. unusual paving surfacing and high friction surfaces (if any) a commuted sum equal to the replacement cost

7.7.3. illuminated signs (if any) a commuted sum equal to the replacement cost

7.7.4. decorative (i.e. non standard) street lighting (if any) a commuted sum equal to the replacement cost

7.7.5. street furniture (if any) a commuted sum equal to the replacement cost

7.7.6. bus shelters (including any variable message signs traffic travel and bus passenger information) (if any) a commuted sum equal to the replacement cost

7.7.7. landscape works (if any) a commuted sum of:

7.7.7.1. in respect of shrub planting £40 per square metre

7.7.7.2. in respect of any new trees £400 per tree

7.7.7.3. in respect of any retained trees £1,500 per tree

7.7.8. highway structures (including culverts over 900mm diameter head walls and retaining walls) (if any) the sum of 20% of the works cost of the construction of those works

7.7.9. traffic signal installations (including controlled pedestrian crossings and any CCTV variable message signs traffic travel and bus passenger information systems)(if any) the sum of 20% of the works cost of the construction of those works including inter-alia ducts drawpits signal poles and any other costs incurred by the County Council in respect of loop cutting and installation

7.7.10. hydrobrakes petrol interceptors pebble drains linear ditches (if any) a commuted sum equal to the replacement cost per hydrobrake petrol interceptor pebble drains linear ditch

7.7.11. Water attenuation systems Sustainable Drainage Systems (SUDS) and any other drainage systems other than those referred to in Clauses 7.8.3 and 7.8.4 above (if any) a commuted sum equal to 20% of the works cost such systems being solely for the disposal of highway water

7.8. On demand and in any event prior to the issue of the Certificate of Completion the costs of all design checks and inspections together with any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the South Coast Street Lighting Private Finance Initiative

7.9. Prior to the issue of the Certificate of Completion any sums due pursuant to Schedule 2 paragraph 14

County Council's Covenants

8. The County Council hereby covenants with the Developer as follows:

8.1. That it hereby authorises the Developer's contractor approved by the County Council in accordance with Schedule 2 paragraph 7.2 to carry out the Works within the public highway subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2

8.2. That upon completion of the Works to the satisfaction of the County Council the County Council will issue a Certificate of Completion and as from the date of the Certificate of Completion that part of the Works as are at the date of this Agreement within the public highway or which are on that part of the Land which will become public highway pursuant to Clause 5.5 of this Agreement shall become maintainable at public expense SAVE THAT for the Maintenance Period the Developer shall maintain the Works and after the expiry of the Maintenance Period and PROVIDED ALWAYS that the Works have been fully maintained as aforesaid and that any defects appearing or safety issues identified during the Maintenance Period have been made good and all sums due under this Agreement have been paid the County Council shall thereupon issue a Certificate of Maintenance whereupn the Developer shall cease to be liable for the Works which shall thereafter be maintainable at the public expense PROVIDED FURTHER THAT the County Council shall be at liberty to delay the issue of the Certificate of Maintenance if in its opinion the Works are likely to be used by heavy or other construction vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors in connection with road or building works carried out on

the Land or on adjoining land in any which cases the Maintenance Period shall be extended accordingly

9. It is further agreed between the parties that:

9.1. In accordance with Regulation 8 of the CDM Regulations the Developer hereby elects to be the only client for the purposes of the CDM Regulations for any part of the Works as may be within the public highway and the County Council consents to such an election and for the avoidance of doubt the County Council shall have a duty only under Regulations 5(1)(b) 10(1) 15 and 17 of the CDM Regulations insofar as those duties relate to health and safety information in the County Council's possession as a Highway Authority

9.2. If the estimated value of the contract for the Works equals or exceeds the threshold identified in Regulation 8 (2) of the Public Contracts Regulations 2006 then the Developer as contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Public Contracts Regulations 2006.

10. Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than fourteen days notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate in default with its own employees or by contract or

otherwise (entering the Land if necessary to do so) and to recover the cost as certified by the County Council

Arbitration

11. Save for matters of interpretation of this Agreement (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ("Expert") to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto and whose costs (including the re-imbursement of the costs of any other experts' fees) shall be at his discretion

12. The Expert shall:

12.1. have at least ten years post qualification experience in the subject matter of the dispute

12.2. be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act

12.3. be required to give notice to each of the third parties inviting each of them to submit to him within such period as he shall reasonably determine within 10 Working Days of his appointment written

submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties

13. It is hereby declared and agreed between the parties hereto that nothing in Clauses 11 and 12 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement

Miscellaneous

14. The Owner and Developer hereby agrees that the Works are for the benefit of the Land

15. If the Works have not commenced in accordance with the terms of this Agreement within two (2) years of the date hereof this Agreement (save always for any outstanding liabilities on the part of the Developer) shall absolutely determine and cease to have any effect

16. For the avoidance of doubt reference wherever it appears in this Agreement to the Developer shall not include any successor in title thereto in respect of the authority granted to the Developer to carry out the Works pursuant to Clause 8.1

17. Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given there under

18. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any rights to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title to a party hereto

19. This Agreement shall be registered as a Local Land Charge

SCHEDULE 1

The Works referred to in Recital D of this Agreement and shown in principle on Drawing **PMC03-S278-01 rev C** attached hereto shall comprise the provision of:-

1. The creation of the new Bell Mouth priority junction with Riders Lane

TOGETHER WITH such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment PROVIDED THAT if the Department for Transport Technical Design Standards or Advice is amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments he deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the County Council and the Works are commenced within three months of the date of the written approval thereof then SUBJECT ALWAYS TO AND WITHOUT PREJUDICE to Schedule 2 paragraph 11 hereof the County Council shall not seek any amendments to the Works

SCHEDULE 2

The Works shall be carried out in accordance with the following terms and conditions:

1. The Works shall not be commenced until:

1.1. Detailed contract drawings a Programme and traffic management measures have been prepared by the Developer and approved by the County Council in writing

1.2. The Developer has demonstrated to the satisfaction of the County Council how it will comply with the Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters 1992 and has submitted to the County Council a Management Plan.

1.3. Written details of the form of construction contract for the Works has been submitted to the County Council and approved by the County Council

1.4. Where the estimated value of the contract for the works equals or exceeds the threshold identified in Regulation 8 (2) of the Public Contracts Regulations 2006 tenders have been invited in open competition and in compliance with the Public Contract Regulations 2006 and copies of the OJEU notices and an evaluation report justifying the appointment of the economic operator has been submitted to the County Council

1.5. Any necessary licences have been obtained and notices given pursuant to the New Roads and Street Works Act 1991

1.6. Where in accordance with Regulation 2(3) of the CDM Regulations the Works are notifiable the Developer as the only client has provided to the County Council:-

1.6.1. written details of the CDM co-ordinator and the principal contractor

1.6.2. a copy of the Notification of Project (form HSE10) to the HSE pursuant to Regulation 21 of the CDM Regulations

1.6.3. confirmation that a construction phase plan has been provided to the CDM co-ordinator and the CDM co-ordinator has advised that such plan is suitable for the Works

1.7. If the SWMP Regulations apply to the Works the Developer has:

1.7.1. prepared a site waste management plan and appointed a principal contractor; and

1.7.2. has provided to the County Council written details of the principal contractor

1.8. Paid all sums due prior to commencement of the Works pursuant to Clause 7

1.9. The original insurance policy and receipts referred to in Clause 5.3 or copies thereof certified by a solicitor have been produced

2. Detailed contract drawings for highway structures (if any) shall be prepared by the Developer and submitted for written approval to the County Council in accordance with Department for Transport Document BD2/05 or any revision or replacement thereof and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 or revision or replacement thereof the documents to be agreed as applicable

3. The Developer shall notify the County Council as follows:

3.1. Without prejudice to the Programme following approval of detailed contract drawings the Programme and traffic management measures at least 3 months prior to the commencement of the Works of its intention to proceed with the Works

3.2. At least 10 clear Working Days prior to commencement of the Works of its intention to proceed with the Works

3.3. That the Works have commenced no later than the next Working Day following commencement of the Works

3.4. At least 24 hours prior to the commencement of each and every stage of excavation and concrete operations associated with highway structures

4. At least 3 months prior to commencement of the Works the Developer shall give notice to each statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council

5. The Works shall be signed and protected to at least the standards of the Traffic Signs Manual Chapter 8 2nd Edition published by TSO in March 2009 and the proposed arrangements shall be approved in writing by the County Council before the Works commence

6. The Works shall be carried out in accordance with the Specification and the Programme

7. The Works shall be carried out:

7.1. Unless agreed otherwise by the County Council under the terms of a construction contract incorporating the third edition of the Conditions of

Contract approved by the Institution of Civil Engineers and commonly known as the NEC3 Suite of Contract approved by the County Council in accordance with paragraph 1.3 of this Schedule 2; and

7.2. Under the direction of a Chartered Engineer employed by the Developer who shall be (unless agreed otherwise by the County Council) a civil engineer and in all cases a suitable and appropriately qualified person under the approved construction contract and approved by the County Council and who shall be independent of the roadworks contractor

7.3. The inspection and direction of the County Council shall be accepted and the Works shall be carried out in accordance with the approved detailed contract drawings the Specification and the Programme and to a standard of workmanship and quality of materials approved by the County Council

8. During the progress of the Works the County Council shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the County Council to conform to the approved detailed contract drawings the Specification and the Programme

9. The Developer shall not cover up any works without the approval of the County Council and shall afford full opportunity for it to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three working days notice to the

County Council whenever any such work or foundations is or are ready for examination

10. The County Council shall have power in its reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which it may reasonably find to be not in accordance with the approved detailed contract drawings and the Specification

11. The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the detailed drawings and the Specification with such as are in accordance thereof

12. Immediately prior to the issue of the Certificate of Completion and (also if required by the County Council prior to issue of the Certificate of Maintenance) on site road safety audits shall be carried out by the Developer in the presence of the County Council and arising therefrom the County Council shall be at liberty to require such alterations to the approved detailed contract drawings and to the Works at the expense of the Developer as may be reasonably required to ensure the safety of users of the highway

13. The Works shall be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme or any variation thereof agreed by the County Council

14. The Owner shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any Statutory Undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the County Council within the Orange Land.

15. The Developer shall fully maintain the Works for the Maintenance Period and shall make good any defects or damage which may arise or be discovered during such period

16. The Developer shall provide the County Council with the following

16.1. Prior to issue of the Certificate of Completion

16.1.1. CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and

16.1.2. an up to date Electrical Installation Certificate and schedule of test results in respect of any street lighting in accordance with BS7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS7671 in a format approved by the County Council; and

16.1.3. written confirmation from the Developer that the street lighting apparatus complies with the 'Accrual Required Standards' issued by the County Council pursuant to the South Coast Street Lighting Private Finance Initiative contract

16.2. Within 3 months of issue of the Certificate of Completion

16.2.1. in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets of "as built" drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates

16.2.2. Health and Safety files

16.2.3. accurate 1:500 scale of "as built" drawings supplied electronically on a disc as an image file j-peg and as a CAD drawing in .dwg format and on paper as set of "as built drawings"

16.2.4. records of the earthworks showing sources of material used in areas of fill, description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks

16.2.5. records of the sources of supply of all other manufactured materials (eg. drainage goods fencing materials traffic signs electrical components and cables etc)

IN WITNESS whereof the parties hereto have executed this document as a Deed delivered the day and year first before written

EXECUTED as a DEED by affixing the)
COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:-)

[redacted]

Authorised Signatory

36/6478



EXECUTED as a DEED by affixing the)
COMMON SEAL of DRUM HOUSING)
ASSOCIATION LTD in the presence of:-)

~~Director~~ Authorised Signatory [redacted]

Peter Evans
Director of Technical Services

~~Director/Secretary~~

Authorised Signatory [redacted]

Andrew Newbery
Director of Finance

EXECUTED as a DEED by P.M.C. Construction & Development Services Limited)
in the presence of:-)

Directo[redacted]

Directo[redacted]